

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PUBLIC BUILDINGS

**PROJECT MANUAL:
ANNUAL MOVING SERVICES
*INVITATION FOR BID #15-16***

Bid Opening Date: September 11, 2014 at 11:00 a.m.

**AUGUST 2014
Setti B. Warren, Mayor**

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #15-16

The City of Newton invites sealed bids from Contractors for

ANNUAL - MOVING SERVICES

Bids will be received until: **11:00 a.m., Thursday, September 11, 2014**
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on the City's website: www.newtonma.gov/bids , or for pick up at the Purchasing Department after 10:00 a.m., August 28, 2014.

Bid surety is **not** required for this project.

All bids shall be submitted as **one ORIGINAL and one COPY**.

Bids will be evaluated and awarded to the responsive and responsible bidder offering the lowest Contract Price.
This is a solicitation for an on-call moving services to be provided from time to time as needed. The moves shall take place between November 1, 2014 through October 31, 2015, with the option, at the City's sole discretion, to extend the contract for two (2) additional one (1) year terms with no change in the contract price, terms and conditions. Hours and supply amounts are based on the City's best estimates. Although the City may require more or less than the estimates, the unit costs set forth in Bid Form #15-16 shall apply at all times.

There is no charge for contract documents.

All bids are subject to the provisions of M.G.L. Chapter 30B; prevailing wage, M.G.L. c.149, §§26-27, applies

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids , Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer

August 28, 2014

**CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS**

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
 2. The Bidder is familiar with the local conditions under which the work has to be performed.
- 1.2 Failure to so examine the Contract Documents and local conditions will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, September 5, 2014, at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #15-16**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid. Bidders are reminded that the bid deposit covers the City for damages when a bidder withdraws its bid after the bid submission date. **Be advised that to the extent permitted by the law the City will retain all bid deposits for withdrawn bids.**

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the City-Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- * GENERAL BID FOR: **#15-16**
- * NAME OF PROJECT: **Annual – Moving Services**
- * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.
 1. This requirement will apply to any general bid or sub bid submitted.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting prices for supplies and services as set forth in Bid Form #15-16. It is the City's intent to award one (1) contract to the responsive and responsible offering the lowest Contract Price. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
ITEMIZED BID FORM #15-16

1. Moving of designated items from existing buildings to new buildings (includes all required containers, etc., as necessary),

On site time only per man. The City does NOT pay for travel time to and from the City, a supervisor or driver

4,000 hrs. @ \$____/hr. = \$ _____

2. Packing of designated areas of buildings

500 hrs. @ \$____/hr. = \$ _____

3. Packing Boxes (approx. 18 ¼" x 12 ¼" x 12")

1000 @ \$____ea. = \$ _____

4. Packing Boxes (approx. 13" x 13" x 13")

500 @ \$____ea. = \$ _____

5. Packing Boxes (approx. 18" x 18" x 16")

500 @ \$____ea. = \$ _____

6. Packing Crates (approx. 23 ½" x 19 ½" x 23 ½")

500 @ \$____ea. = \$ _____

7. Packing Bubble Wrap (approx. 16" x 60")

30 rls @ \$____ea. = \$ _____

Contract Price (Total cost of move/packing/boxes/crates (Items # 1-7) \$ _____

- A. The undersigned, having familiarized him/herself with all local conditions affecting the cost of work agrees to provide all labor, materials, and equipment required to perform the services specified in the documents included in the Project Manual entitled:

ANNUAL - MOVING SERVICES

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The proposed Contract Price is:

_____ DOLLARS (\$ _____).

(The figure inserted above shall be the Contract Price (Total cost of move/packing/boxes/crates (Items # 1-7) above))

My signature below is an acknowledgment and agreement to meet the enclosed

specifications: _____
Signature as acknowledgment and agreement

Please print/type clearly the name of the person above

COMPANY: _____

D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Signed Bid Form, 2 pages
- ☐ Debarment Letter, 1 page
- ☐ IRS W-9 Form, 1 page
- ☐ Itemized Bid Sheet, 1 page

E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days

F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input checked="" type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶	Name
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

CITY-CONTRACTOR CONTRACT

CONTRACT NO. C -

THIS AGREEMENT made this ____ day of _ in the year Two Thousand and Fourteen by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

ANNUAL - MOVING SERVICES

The Scope of Work and project cost will be based on a direct move with no storage or storage costs included.

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #15-16 issued by the Purchasing Department;
- c. The Project Manual for Annual Moving Services: including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Shipping Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. TIME OF COMPLETION.** The moves shall take place between November 1, 2014 through October 31, 2015, with the option, at the City's sole discretion, to extend the contract for two (2) additional one (1) year terms with no change in the contract price , terms and conditions.
- IV. THE CONTRACT PRICE.** The City shall pay the Contractor pursuant to and in accordance with the provisions set forth in the Contract Documents for the full and satisfactory performance of the Contract the firm fixed fee of:
- V. ALTERNATES.** The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:
- Alternates: N/A
- VI. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____
Print Name _____
Title _____
Date _____

Affix Corporate Seal Here

City funds are available in the following
account numbers:

01-115-02-52407 -
01-115-03-52407 -
01-115-06-52407 -
98550690-52407 -

I further certify that the Mayor, or his designee, is
authorized to execute contracts and
approve change orders

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Public Buildings

Date _____

Approved as to Legal Form and
Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE*
(Signature of **Clerk or Secretary**)* *SEAL HERE*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name: _____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name: _____

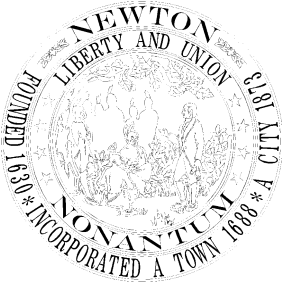
*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.



Joshua R. Morse
Public Buildings Commissioner

PUBLIC BUILDINGS DEPARTMENT SPECIFICATIONS FOR ANNUAL MOVING SERVICES FY15

I. SCOPE OF MOVING SERVICES

- A. The successful contractor shall supply all labor, equipment, supervision, transportation, and storage to move designed items from various School and Municipal Facilities as directed by the Public Buildings Department for the period November 1, 2014 through October 31, 2015, with the option to extend for two (2) additional one year periods, with no change to the contract terms and conditions and price pending available funding.
- B. Most of the items to be moved (furniture, boxes, equipment, etc.) will be required to be loaded onto trucks, moved to the appropriate area and off-loaded.
- C. The majority of the moves shall take place between 7:00 a.m. to 4:00 p.m., Monday through Friday
- D. There is a potential for the extensive packing of existing FF & E as well as other items that will require the successful bidder to begin this packing several days prior to the actual date of a move.

II. GENERAL CONDITIONS

- A. All items to be moved (furniture, equipment, boxes, etc.), shall be delivered to the correct rooms within the various facilities. Setup of furniture and equipment in each room is included **Unless Otherwise Noted**.
 - 1. The floor plans for any potential move will be for information, location, re-location, and orientation purposes **ONLY**. **DO NOT SCALE**.
 - 2. The Public Buildings Department may make adjustments and/or modifications prior any move. The successful bidder shall be notified in writing.
- B. Prior to each move, the contractor is strongly cautioned to visit the facility and carefully examine the areas involved and conditions that may affect the proper execution of the work.
 - 1. The facilities will be available to view Monday through Friday, 9a.m. to 3 p.m. with prior appointment, through the Public Buildings Department.
 - 2. No additional costs will be allowed because of lack of knowledge of existing conditions, (including field dimensions).

- C. Bidders shall submit a list of at least three (3) or more 10,000-70,000 square foot facilities that they have moved in the past. These comparable sized moves must have been performed over the past five (5) years.
 - 1. The list shall include: project name; location; total final costs; contact person; telephone number.
- D. ALL ITEMS MOVED SHALL BE INSURED FOR THE CURRENT (7/1/14) MARKET REPLACEMENT COST.
- E. The security of the moved property during the move will be the responsibility of the contractor.
- F. The contractor shall obtain all required permits.
- G. The contractor shall coordinate all activities with, and obtain approval, as necessary, from the **CITY of NEWTON** Fire Department, Police Department, School Department, and the Public Buildings Department. All coordination is to go through the Public Buildings Department.
- H. If any modifications are deemed necessary to the buildings involved in this move, then detailed plans and directions shall be submitted to the Public Buildings Department, for approval, **PRIOR** to any change being made.
 - 1. No additional costs for these activities shall be incurred by the **CITY of NEWTON** without prior approval.
- I. Each piece of furniture, fixtures and equipment to be moved shall be identified by the City of Newton Public Buildings Department, on labels supplied by the successful bidder, as to its designated “move to” area
- J. Crates, boxes, carts and other packing containers shall be provided by the successful bidder as required.
- K. At the completion of the move, and as a condition to its' acceptance, all cloths, straps, equipment, and other debris associated with the moving, shall be removed and disposed of properly **NOT** within the City.
 - 1. The use of City and/or school dumpsters and/or trash receptacles is prohibited.

III. EXAMPLES OF ITEMS TO BE MOVED

- A. ALL TECHNOLOGY AND RELATED ITEMS
 - 1. All computers, disk drives, monitors, printers, associated wiring, and equipment shall be dismantled by THE City of Newton and ready to be packed by the successful bidder.
 - 2. All equipment is to be moved in the appropriate style of cart by the successful bidder.
- B. BOOKS
 - 1. These books shall be placed in book carts, or other method as determined by the successful bidder and then transported.
 - 2. The transported books shall be placed on the shelving, in accordance with the sequencing as defined by the respective department who is being moved.
- C. SCIENCE DEPARTMENT CLASSROOMS AND PREP ROOMS

1. All science equipment shall be packed by the successful bidder in the appropriate box and/or container.
2. This list is to offer an example of the types of items in the Science Rooms. Bidders are to view the existing items prior to the bid.
3. All Science Room chemicals shall **NOT** be part of this bid proposal and will be handled by others.

D. ATHLETIC EQUIPMENT

1. All designated athletic and other equipment shall be disassembled by others (as required) prior to the move.
2. The successful bidder shall move all designated athletic and other equipment including the disassembled equipment as directed.

E. CLASSROOM FURNITURE AND EQUIPMENT

1. Classroom furniture and equipment designated to be moved shall be moved to the various locations as identified

F. AUTO/MECHANICS SHOPS

1. The successful bid shall pack those items and materials in the appropriate moving containers.
2. Designated larger items shall be disassembled by the City of Newton for moving by the successful bidder.

G. OTHER MISCELLANEOUS SHOPS

1. The City of Newton shall pack those items and materials as they feel are within their capability.
2. Items not packed by the City of Newton shall be packed by the successful bidder as appropriate.
3. Larger items shall be disassembled by the City of Newton for moving by the successful bidder.

H. PRINT SHOPS/GRAPHIC ARTS

1. The City of Newton shall pack those items and materials as they feel are within their capability.
2. Items not packed by the City of Newton shall be packed by the successful bidder as appropriate.
3. Larger items shall be disassembled by the City of Newton for moving by the successful bidder.
4. All equipment is to be moved in the appropriate style or cart or method as determined by the successful bidder.

I. CAFETERIAS

1. The City of Newton shall pack those items and materials as they feel are within their capability.

2. Items not packed by NPS shall be packed by the successful bidder as appropriate.
3. Larger items shall be disassembled by the City of Newton for moving by the successful bidder.
4. Cafeteria style tables and chairs make up the largest volume of items to be moved in this area.

J. ADMINISTRATIVE AND OTHER OFFICES

1. The City of Newton shall pack those items and materials as they feel are within their capability.
2. Items not packed by the City of Newton shall be packed by the successful bidder as appropriate.
3. Larger items shall be disassembled by the City of Newton for moving by the successful bidder.
4. There potentially are file drawers of materials to be packed by the successful bidder.
5. All file cabinets shall have at least the top two drawer files empty.
6. All desks shall be completely empty.

K. THEATRE

1. The City of Newton shall pack those items and materials as they feel are within their capability.
2. Items not packed by the City of Newton shall be packed by the successful bidder as appropriate.
3. Larger items shall be disassembled by the City of Newton for moving by the successful bidder.
4. All stage lighting shall be removed by the City of Newton and placed on the stage floor, where it shall be moved by the successful bidder.
5. All staging, props and curtains shall be removed by the City of Newton and placed on the floor where it shall be moved by the successful bidder.
6. All costumes are to be packed in boxes/crates provided by the successful bidder by the City of Newton.

L. PHOTO LABS

1. The City of Newton shall pack those items and materials as they feel are within their capability.
2. Items not packed by the City of Newton shall be packed by the successful bidder as appropriate.
3. Larger items shall be disassembled by the City of Newton for moving by the successful bidder.

M. MUSIC ROOMS

1. The City of Newton shall pack those items and materials

as they feel are within their capability.

2. Items not packed by the City of Newton shall be packed by the successful bidder as appropriate.
3. Larger items shall be disassembled by the City of Newton for moving by the successful bidder.

N. OTHER MAINTENANCE SHOPS

1. Provide containers for Maintenance Shop employees to pack materials.
2. Move containers to designated areas as directed.

O. BUNK ROOMS

1. The City of Newton shall pack those items and materials as they feel are within their capability.
2. Items not packed by the City of Newton shall be packed by the successful bidder as appropriate.
3. Larger items shall be disassembled by the City of Newton for moving by the successful bidder.

P. OFFICER'S QUARTERS

1. The City of Newton shall pack those items and materials as they feel are within their capability.
2. Items not packed by the City of Newton shall be packed by the successful bidder as appropriate.
3. Larger items shall be disassembled by the City of Newton for moving by the successful bidder.

Q. OTHER MISCELLANEOUS AREAS NOT MENTIONED SPECIFICALLY ABOVE

1. The City of Newton shall pack those items and materials as they feel are within their capability.
2. Items not packed by the City of Newton shall be packed by the successful bidder as appropriate.
3. Larger items and shelving shall be disassembled by the City of Newton for moving by the successful bidder.

IV. LABOR CHARGES

Bidders shall submit on the Bid Form in the Project Manual a unit price unit of measure for each type of service. The price bid shall include all materials, labor charge, equipment, overhead, profit, travel costs and other charges of these specifications.

A. Standard Rate:

1. The Contractor shall perform moves within the specifications of this bid as directed by the City during the term of this contract. The Contractor shall be compensated for such moves at the Standard Rate shown on the bid form.

B. Premium Rate

1. The Premium Rate shall apply to any moves which the city requests the Contractor to commence between 4:00 PM and 8:00 AM Monday through Friday, and anytime on Saturday or Sunday, or any work which the City requires the Contractor to commence within 2 hours or less of notification.
2. The Contractor shall be compensated for Premium Rate moves at the Premium Rate shown on the bid form. Under no circumstances shall any moves performed by the Contractor be compensated at the Premium Rate unless the City has given prior authorization to treat the work as a Premium Rate replacement.

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B. The Contractor is obligated to provide such records to the City directly on a weekly basis. The City may assess a penalty of \$100 for each day beyond the required submission date that such records are received, which amount shall be deducted from any amounts to the Contractor from the City. In the event of chronic late submissions, the City shall report the same to the Office of the Attorney General.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

END OF SECTION



DEVALL PATRICK
Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS
Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

RACHEL KAPRIELIAN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #15-16
Description of Work: Annual Moving of Office Furniture and Fixtures
City/Town: NEWTON
Job Location: Various Locations

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **If an apprentice rate is not listed on the prevailing wage schedule for the trade in which an apprentice is registered with the DAS, the apprentice must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.

Issue Date: 08/22/2014

Wage Request Number: 20140822-013

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Move Office Furniture						
MOVING HELPER	04/01/2014	\$23.33	\$13.59	\$0.00	\$0.00	\$36.92
<i>MOVE OFFICE FURNITURE LOCAL 82</i>	04/01/2015	\$23.83	\$14.94	\$0.00	\$0.00	\$38.77
MOVING INSTALLERS	04/01/2014	\$23.38	\$13.59	\$0.00	\$0.00	\$36.97
<i>MOVE OFFICE FURNITURE LOCAL 82</i>	04/01/2015	\$23.88	\$14.94	\$0.00	\$0.00	\$38.82
MOVING PACKER/CRATER	04/01/2014	\$23.38	\$13.59	\$0.00	\$0.00	\$36.97
<i>MOVE OFFICE FURNITURE LOCAL 82</i>	04/01/2015	\$23.88	\$14.94	\$0.00	\$0.00	\$38.82
STRAIGHT TRUCK DRIVER (MOVING)	04/01/2014	\$23.83	\$13.59	\$0.00	\$0.00	\$37.42
<i>MOVE OFFICE FURNITURE LOCAL 82</i>	04/01/2015	\$24.33	\$14.94	\$0.00	\$0.00	\$39.27
TRAILER DRIVER (MOVING)	04/01/2014	\$24.13	\$13.59	\$0.00	\$0.00	\$37.72
<i>MOVE OFFICE FURNITURE LOCAL 82</i>	04/01/2015	\$24.63	\$14.94	\$0.00	\$0.00	\$39.57

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 3:4, 4:4, 4:5, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Issue Date: 08/22/2014

Wage Request Number: 20140822-013

Page 2 of 2

The Massachusetts Prevailing Wage Law M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2014

I, _____,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____

(Contractor, subcontractor or public body)

(Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

Print Name & Title:

[illegible]

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.